(Space Above for Recorder/Registrar Use)

DEDICATION OF EASEMENT
FOR MAINTENANCE AND REPAIR PURPOSES

Osborn370 LLC, a Minnesota limited liability company("Grantor"), for good and valuable consideration, to them in hand paid and the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the **City of Saint Paul**, a municipal corporation of the State of Minnesota, its successors, and assigns ("Grantee"), a permanent easement for maintenance and repair purposes on, over, under and across the following tract of land being in the County of Ramsey, State of Minnesota, as described in Exhibit A (the "Easement Area").

To have and to hold the same forever. Grantee accepts the Land as is, where is and with all faults with no representations and warranties of the Grantor.

It is intended and agreed that this agreement shall be a covenant running with the land and shall be binding to the fullest extent of the law and equity for the benefit of the public. It is accepted that the Grantee has the right, privilege, and authority to access, inspect, operate, repair and maintain and Grantor shall not be responsible for any act set forth in the previous sentence or for the consequences thereof upon said easement on the described land. It is further intended and agreed that this agreement shall remain in effect without limitation as to time.

Grantee shall agree that it will be responsible for its own acts and omissions and the acts and omissions of its officers and employees and any liability resulting with the access, inspection, operation, repair and/or maintenance of said permanent easement areas.

IN TESTIMONY WHEREOF, Grantor, Osborn370 LLC, a Minnesota limited liability company under the laws of the State of Minnesota, has caused this easement to be executed in its corporate name by its duly authorized officers, and attested to this___day of November 2025.

GRANTOR: Osborn370, LLC

By: _____

Bradley J. Schafer

Its: Treasurer

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing was acknowledged before me this 20th day of November 2025, by Bradley J. Schafer the Treasurer of Osborn370, LLC, a Minnesota limited liability company.

Notary Public

My commision expires: 01/31/28

STEPHANIE A FRANCIS
Notary Public
State of Minnesota
My Commission Expires
January 31, 2028

This Instrument was drafted by:
Office of Financial Services
Real Estate Section
Room 1000, City Hall Annex
25 W. 4th St.
St. Paul, MN 55102

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE is entered into this _____ day of _____, 2025 by and between **Osborn370 LLC, a Minnesota** limited liability company under the laws of the State of Minnesota ("Grantor"), and the **City of Saint Paul**, a Minnesota municipal corporation. ("Grantee").

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in further consideration of the covenants and agreements set forth below, Grantor does hereby grant and deliver unto Grantee, its contractors, subcontractors, successors and assigns, a non-exclusive Temporary Construction Easement (the "Easement") over, under and across the real property located at and as depicted on the attached Exhibit A (the "Easement Area"), for certain purposes including but not limited to access, demo, construction, removal of existing hard surfaces, storm drains, water supply line, utilities, replacement and restoration in conjunction with and during the construction and improvements of the Osborn Plaza, 376 Wabasha Street North, Saint Paul, Minnesota 55102.

As consideration for the grant of this easement, the Grantee agrees that it shall be responsible for all losses, damages, causes of action, claims, liabilities, cost and expenses resulting from any negligence or misconduct committed by Grantee (or any of its agents, contractors or others employed or engaged by Grantee in connection with this easement) while performing the activities covered by this easement, including, without limitation, those arising from injury to persons or damage; Grantee also agrees to restore Grantor's real property and the improvements thereon, if any, to pre-existing condition.

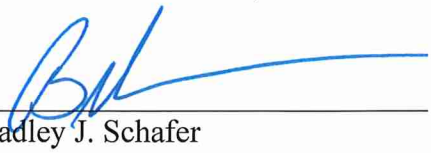
This Easement is granted in accordance with, and subject to, the following terms, conditions, requirements and limitations:

1. Easement Term: This Easement shall be effective on November 10, 2025, and expire on December 31, 2026.

2. Restoration: Grantee will restore the Easement Area to the same or similar condition that existed at commencement of the Easement Term.

IN WITNESS WHEREOF, the undersigned executed this instrument as of the day and year first above written.

GRANTOR: Osborn370, LLC

By: 
Bradley J. Schafer

Its Treasurer

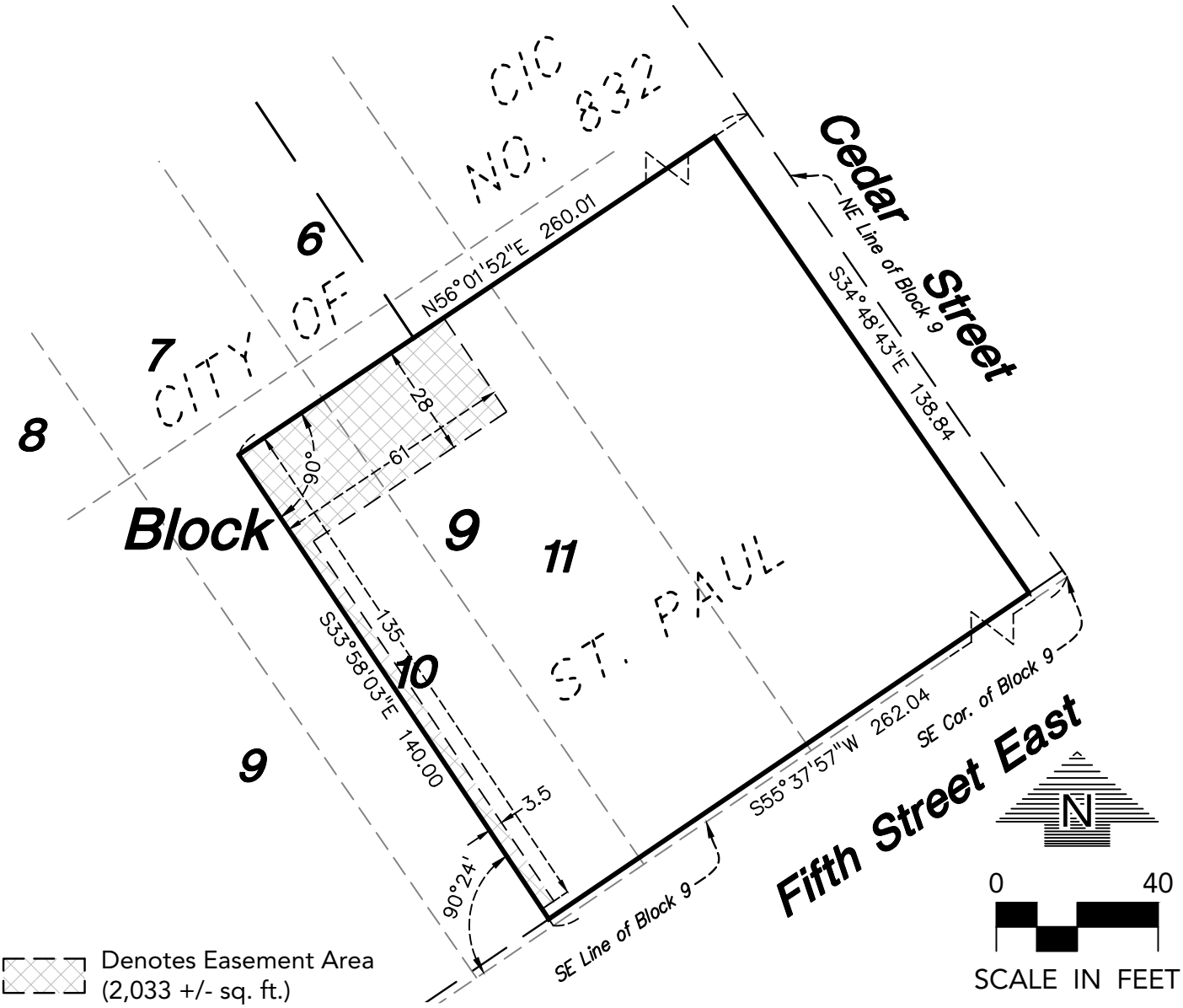
EXHIBIT

Fifth Street Permanent Easement

October 13, 2025

The southwest 3.50 feet of the northwest 135.00 feet together with the northwest 28.00 feet of the southwest 61.00 feet of the following described property:

All that part of Block 9, CITY OF SAINT PAUL, Ramsey County, Minnesota, described as beginning at the southeasterly corner of said Block 9; thence southwesterly on the southeasterly line of said Block 9, a distance of 262.04 feet; thence northerly by a deflection angle of 90 degrees 24 minutes to the right a distance of 140.00 feet; thence easterly at right angles 260.01 feet to the northeasterly line of said Block 9; thence southeasterly along said northeasterly line to said southeast corner of Block 9 and the point of beginning.



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Max L. Stanislowski - PLS License No. 48988 10/13/25 Date

LOUCKS

Loucks Project No. 250223

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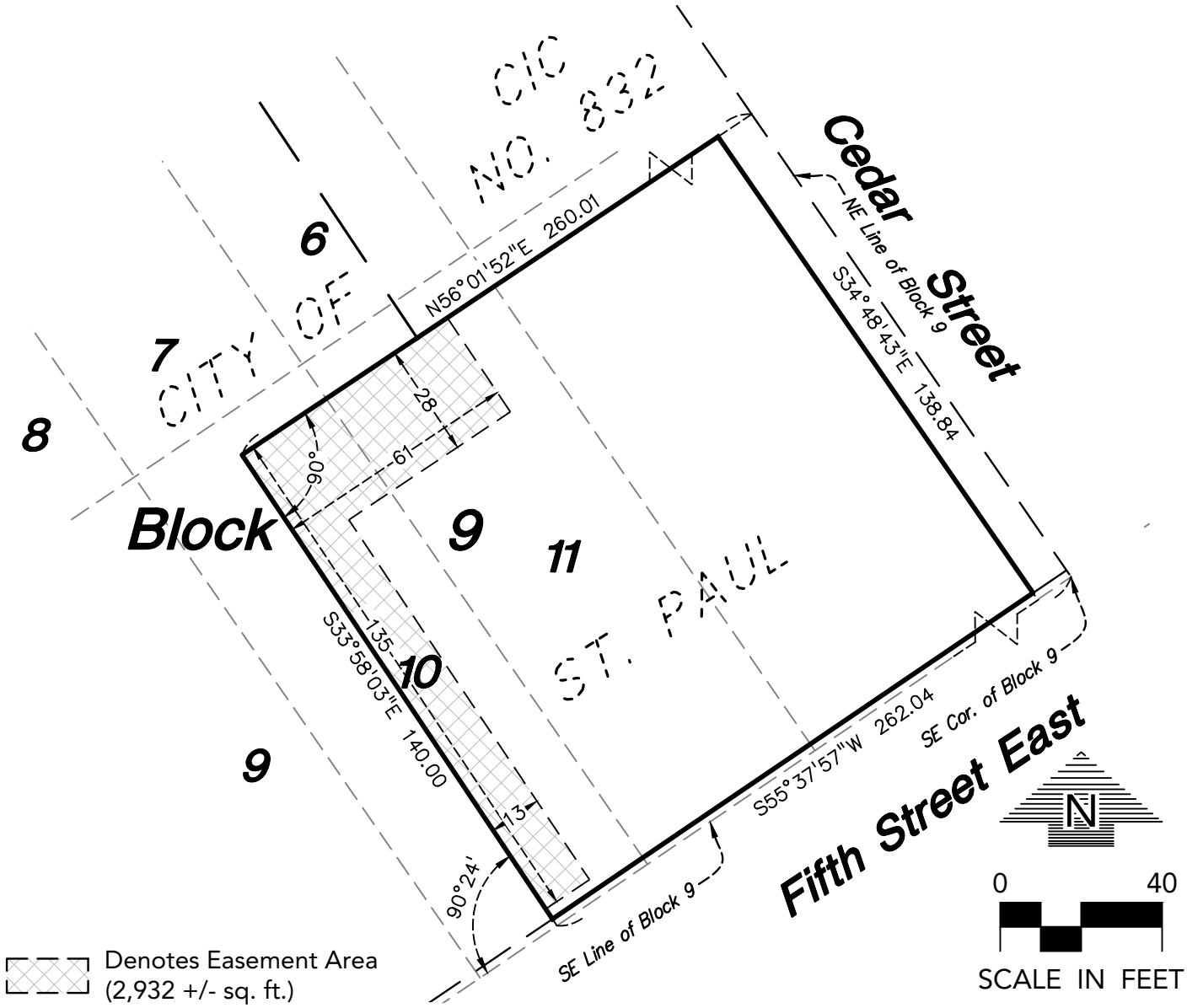
EXHIBIT

Fifth Street Temporary Easement

October 13, 2025

The southwest 13.00 feet of the northwest 135.00 feet together with the northwest 28.00 feet of the southwest 61.00 feet of the following described property:

All that part of Block 9, CITY OF SAINT PAUL, Ramsey County, Minnesota, described as beginning at the southeasterly corner of said Block 9; thence southwesterly on the southeasterly line of said Block 9, a distance of 262.04 feet; thence northerly by a deflection angle of 90 degrees 24 minutes to the right a distance of 140.00 feet; thence easterly at right angles 260.01 feet to the northeasterly line of said Block 9; thence southeasterly along said northeasterly line to said southeast corner of Block 9 and the point of beginning.



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Max L. Stanislowski - PLS License No. 48988 10/13/25 Date

LOUCKS

Loucks Project No. 250223

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